

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382794

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MUFG Union Bank, N.A.		04/26/2016	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Michael Michaud		
Street Address:	128 Highland Terrace		
City:	Woodside		
State/Country:	CALIFORNIA		
Postal Code:	94062		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	Carol Hastings		
Street Address:	128 Highland Terrace		
City:	Woodside		
State/Country:	CALIFORNIA		
Postal Code:	94602		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75699816	MICHAUD VINEYARD	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x 62348		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	127508		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		

CH \$40.00 75699816

DATE SIGNED:

05/03/2016

Total Attachments: 9

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RELEASE OF PATENT AND TRADEMARK COLLATERAL

THIS RELEASE OF PATENT AND TRADEMARK COLLATERAL ("Release") is made as of April 26, 2016, by MUFG Union Bank, N.A., a national banking association ("Bank") the secured party under that certain Patent and Trademark Security Agreement referred to below.

WITNESSETH, and

WHEREAS, Michael Michaud and Carol Hastings (Pledgor), executed that certain Patent Security Agreement dated as of December 05, 2002, (the "Security Agreement"), pursuant to which Pledgor granted to Bank a security interest in certain (Trademark) (Patent) (Copyright) owned and registered by Pledgor; and

WHEREAS, the Security Agreement was recorded with the (Assignment Division of the United States Patent and Trademark Office on 04/24/2001 at 002285/0256; and

WHEREAS, Bank has agreed to release all of its rights under the Security Agreement, including without limitation all of its rights in and to the Patent and Trademark and made a part hereof the "Released Patent and Trademark", and to reconvey to Pledgor all of its rights in and to the released Patent and Trademark;

NOW, THEREFORE, in consideration of the premises hereof, and other good and valuable consideration the receipt of which is hereby acknowledged, Bank hereby releases all of its rights in and to the Released Patent and Trademark, reconveys to Pledgor all of its right, title and interest in and to the Released Patent and Trademark, releases all other rights it may have under the Security Agreement with respect to the Released Patent and Trademark, and cancels the Security Agreement Patents and Trademark in its entirety.

Bank hereby represents and warrants that it has not heretofore transferred to any other person or entity any of the rights in and to the Released Patent and Trademark which were granted to it pursuant to the Security Agreement.

IN WITNESS WHEREOF, Bank has caused this Release to be duly executed on the date first above written.

UNION BANK, N.A.

By: *Karolyn Tohamy*
Name: Karolyn Tohamy
Title: Vice President

STATE OF CALIFORNIA,)
County of _____) ss.

On _____, _____ before me, _____, a Notary Public in and for the State of California, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

PLEASE SEE THE ATTACHED CALIFORNIA ACKNOWLEDGEMENT

Chris [Signature]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On 4/26/2016 before me, CHRISTOPHER BRANDT, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared KAROLYN TOMAWY
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: RELEASE OF PATENT... COUATERR Document Date: 4/26/2016
Number of Pages: 1 Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)
Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____



SECURITY AGREEMENT

This Security Agreement is executed at Modesto, California on December 5, 2002 by Michael A. Michaud and Carol J. Hastings (herein called "Debtor").

As security for the payment and performance of all of Debtor's obligations to UNION BANK OF CALIFORNIA, N.A., (herein called "Bank"), regardless of the manner in which or the time at which such obligations arose or shall arise, whether direct or indirect, alone or with others, or absolute or contingent, Debtor hereby grants a continuing security interest in, and assigns and transfers to Bank, the following personal property, whether or not delivered to or in the possession or control of Bank or its agents, and whether now or hereafter owned or in existence, and all proceeds thereof (hereinafter called the "Collateral"):

All present and hereafter acquired personal property including but not limited to all accounts, chattel paper, instruments, contract rights, general intangibles, goods, equipment, inventory, documents, certificates of title, deposit accounts, returned or repossessed goods, fixtures, commercial tort claims, insurance claims, rights and policies, letter of credit rights, investment property, supporting obligations, and the proceeds, products, parts, accessories, attachments, accessories, replacements, substitutions, additions, and improvements of or to each of the foregoing.

All trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks, including without limitation those set forth on Schedule 1 attached hereto ("Trademarks"); and all amendments, renewals and extensions of any of the Trademarks; all supporting obligations, and all proceeds, including insurance proceeds, of any of the foregoing.

See Exhibits A & B of Schedule 1, attached hereto and made a part hereof by this reference.

Individuals executing this Security Agreement as Debtor maintain their place of residence as identified below and agree not to change their place of residence or name without Bank's prior written consent:

Table with 2 columns: NAME OF INDIVIDUAL DEBTOR and STATE OR COUNTRY OF RESIDENCE. Rows for Michael A. Michaud and Carol J. Hastings, both residing in State of California.

AGREEMENT

- 1. The term "credit" or "indebtedness" is used throughout this Agreement in its broadest and most comprehensive sense. Credit may be granted at the request of any one Debtor without further authorization by or notice to any other Debtor. Collateral shall be security for all nonconsumer indebtedness of Debtor to Bank in accordance with the terms and conditions herein.
2. Debtor will: (a) pay when due all indebtedness to Bank; (b) execute such other documents and do such other acts and things as Bank may from time to time require to establish and maintain a valid perfected security interest in Collateral, including payment of all costs and fees in connection with any of the foregoing when deemed necessary by Bank; (c) furnish Bank such information concerning Debtor and Collateral as Bank may from time to time request, including but not limited to current financial statements; (d) keep Collateral separate and identifiable where such Collateral is currently located and permit Bank and its representatives to inspect Collateral and/or records pertaining thereto from time to time during normal business hours; (e) not sell, assign or create or permit to exist any lien on or security interest in Collateral in favor of anyone other than Bank unless Bank consents thereto in writing and at Debtor's expense upon Bank's request remove any unauthorized lien or security interest and defend any claim affecting the Collateral; (f) pay all charges against Collateral prior to delinquency including but not limited to taxes, assessments, encumbrances, insurance and diverse claims, and upon Debtor's failure to do so Bank may pay any such charge as it deems necessary and add the amount paid to the indebtedness of Debtor hereunder; (g) protect, defend and maintain the Collateral and the perfected security interest of Bank and initiate, commence and maintain any action or proceeding to protect the Collateral; (h) reimburse Bank for any expenses, including but not limited to reasonable attorneys' fees and expenses (including the allocated costs of Bank's in-house counsel and legal staff) incurred by Bank in seeking to protect, collect or enforce any rights in Collateral; (i) when required, provide insurance in form and amounts and with companies acceptable to Bank and when required, assign the policies or the rights thereunder to Bank; (j) maintain Collateral in good condition and not use Collateral for any unlawful purpose; (k) perform all of the obligations of the Debtor under the Collateral and save Bank harmless from the consequence of any failure to do so; and (l) at its own expense, upon request of Bank, notify any parties obligated to Debtor on any Collateral to make payment to Bank and Debtor hereby irrevocably grants Bank power of attorney to make said notifications and collections. Debtor hereby appoints Bank the true and lawful attorney of Debtor and authorizes Bank to perform any and all acts which Bank in good faith deems necessary for the protection and preservation of Collateral or its value or Bank's perfected security interest therein, including transferring any Collateral into its own name and receiving the income thereon as additional security hereunder. Bank does not assume any of the obligations arising under the Collateral.
3. Debtor warrants that: (a) it is and will be the lawful owner of all Collateral free of all claims, liens, encumbrances and setoffs whatsoever, other than the security interest granted pursuant hereto; (b) it has the capacity to grant a security interest in Collateral to Bank; (c) all information furnished by Debtor to Bank heretofore or hereafter, whether oral or written, is and will be correct and true as of the date given; and (d) if Debtor is an entity, the execution, delivery and performance hereof are within its powers and have been duly authorized.
4. The term default shall mean the occurrence of any of the following events: (a) failure of Debtor to make any payment of any indebtedness to Bank when due; (b) deterioration or impairment of the value of any of the Collateral; (c) any breach, misrepresentation or other default by Debtor under this Agreement or any other agreements between Bank and Debtor; (d) a change in ownership or control of ten percent or more of the equity interest of Debtor; or (e) the deterioration of financial condition of Debtor which results in Bank deeming itself, in good faith, insecure.
5. Whenever a default exists, Bank, at its option, may: (a) without notice accelerate the maturity of any part or all of the indebtedness and terminate any agreement for the granting of further credit to Debtor; (b) sell, lease or otherwise dispose of Collateral at public or private sale; (c) transfer any Collateral into its own name or that of its nominee; (d) retain Collateral in satisfaction of obligations secured hereby, with notice of such retention sent to Debtor as required by law; (e) notify any parties obligated on any Collateral consisting of accounts, instruments, chattel paper, choses in action or the like to make payment to Bank and enforce collection of any Collateral; (f) file any action or proceeding which Bank may deem necessary or appropriate to protect and preserve the right, title and interest of the Bank in the Collateral; (g) require Debtor to assemble and deliver any Collateral to Bank at a reasonably convenient place designated by Bank; (h) apply all sums received or collected from or on account of Collateral, including the proceeds of any sale thereof, to the payment of the costs and expenses incurred in preserving and enforcing rights of Bank, including reasonable attorneys' fees (including the allocated costs of Bank's in-house counsel and legal staff), and indebtedness secured hereby in such order and manner as Bank in its sole discretion determines; Bank shall account to Debtor for any surplus remaining thereafter, and shall pay such surplus to the party entitled thereto, including any second secured party who has made a proper demand upon Bank and has furnished proof to Bank as requested in the manner provided by law; in like manner, Debtor agrees to pay to Bank without demand any deficiency after any Collateral has been disposed of and proceeds applied as aforesaid; and (i) exercise its banker's lien or right of setoff in the same manner as though the credit were

unsecured. Bank shall have all the rights and remedies of a secured party under the Uniform Commercial Code of California and in any jurisdiction where enforcement is sought, whether in said state or elsewhere. All rights, powers and remedies of Bank hereunder shall be cumulative and not alternative. No delay on the part of Bank in the exercise of any right or remedy shall constitute a waiver thereof and no exercise by Bank of any right or remedy shall preclude the exercise of any other right or remedy or further exercise of the same remedy.

6. Debtor waives: (a) all right to require Bank to proceed against any other person including any other Debtor hereunder or to apply any Collateral Bank may hold at any time or to pursue any other remedy; Collateral, endorsers or guarantors may be released, substituted or added without affecting the liability of Debtor hereunder; (b) the defense of the Statute of Limitations in any action upon any obligations of Debtor secured hereby; (c) any right of subrogation and any right to participate in Collateral until all obligations secured hereby have been paid in full; (d) to the fullest extent permitted by law, any right to oppose the appointment of a receiver or similar official to operate Debtor's business.

7. The right of Bank to have recourse against Collateral shall not be affected in any way by the fact that the credit is secured by a mortgage, deed of trust or other lien upon real property.

8. The security interest granted herein is irrevocable and shall remain in full force and effect until there is payment in full of the indebtedness or the security interest is released in writing by Bank.

9. Debtor shall be obligated to request the release, reassignment or return of Collateral after the payment in full of all existing obligations. Bank shall be under no duty or obligation to release, reassign or return any Collateral except upon the express written request of Debtor and then only where all of Debtor's obligations hereunder have been paid in full.

10. If more than one Debtor executes this Agreement, the obligations hereunder are joint and several. All words used herein in the singular shall be deemed to have been used in the plural when the context and construction so require. Any married person who signs this Agreement expressly agrees that recourse may be had against his/her separate property for all of his/her obligations to Bank.

11. This Agreement shall inure to the benefit of and bind Bank, its successors and assigns and each of the undersigned, their respective heirs, executors, administrators and successors in interest. Upon transfer by Bank of any part of the obligations secured hereby, Bank shall be fully discharged from any liability with respect to Collateral transferred therewith.

12. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this Agreement shall be prohibited or invalid under applicable law, such provisions shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such or the remaining provisions of this Agreement.

13. Debtor will (a) not permit the inclusion in any contract to which it becomes a party, any provisions that could or might in any way impair or prevent the creation of a perfected security interest in Debtor's rights and interest in the Collateral; (b) use its best efforts to detect infringement of the Collateral and advise the Bank in writing of material infringements detected; (c) not allow any Collateral to be abandoned, forfeited or dedicated to the public without written consent of Bank; (d) register with the United States Patent and Trademark Office, the United States Copyright Office or other appropriate government office any Collateral consisting of intellectual property rights developed or acquired by Debtor; (e) deliver to Bank such additional grants of security interest or collateral assignments as Bank may reasonably request for the purpose of recording Bank's interest in intellectual property rights registered by Debtor after the date of the Agreement; and (f) deliver to Bank upon its request, a report in form reasonably acceptable to Bank, listing any applications or registration that Debtor has filed and the status thereof in respect of any Collateral consisting of intellectual property rights.

The grant of a security interest in proceeds does not imply the right of Debtor to sell or dispose of any Collateral without the express consent in writing by Bank.

Michael A. Michaud
"Debtor"
Michael A. Michaud
Carol J. Hastings
Carol J. Hastings

SCHEDULE 1

ATTACHED TO SECURITY AGREEMENT - TRADEMARKS

SEE ATTACHED


INITIAL HERE


INITIAL HERE

EXHIBIT "A" TO SCHEDULE 1 TO THAT CERTAIN SECURITY AGREEMENT DATED JANUARY 5, 1999
EXECUTED BY MICHAEL MICHAUD AND CAROL HASTINGS ("DEBTORS")
FILING RECEIPT FOR TRADEMARK APPLICATION

Page 01 of 01

Jul 14, 1999

Receipt on the DATE OF FILING of the application for registration and filing fees is acknowledged for the mark identified below. The DATE OF FILING is contingent upon the collection of any payment made by check or draft. Your application will be considered in the order in which it was received and you will be notified as to the examination thereof. Action on the merits should be expected from the Patent and Trademark Office in approximately 06 months from the filing date. When inquiring about this application, include the SERIAL NUMBER, DATE OF FILING, OWNER NAME, and MARK.

GREGORY N. OWEN
OWEN, WICKERSHAM AND ERICKSON, P.C.
455 MARKET STREET, 19TH FLOOR
SAN FRANCISCO, CALIFORNIA 94105

ATTORNEY
REFERENCE NUMBER
MICHA 00001

PLEASE REVIEW THE ACCURACY OF THE FILING RECEIPT DATA.

A request for correction to the filing receipt should be submitted within 30 days to the following address: ASSISTANT COMMISSIONER FOR TRADEMARKS, 2906 CRYSTAL DRIVE, ARLINGTON, VIRGINIA 22202-3513. The correspondence should be marked to the attention of the Office of Trademark Program Control. The Patent and Trademark Office will review the request and make corrections when appropriate.

SERIAL NUMBER: 75/699816
FILING DATE: May 4, 1999
REGISTER: Principal
LAW OFFICE: 101
MARK: MICHAUD VINEYARD
MARK TYPE(S): Trademark
DRAWING TYPE: Words, letters, or numbers in typed form
FILING BASIS: Sect. 1(b) (Intent to Use)

PROFESSIONAL CORPORATION

JUL 19 1999

ATTORNEY: Gregory N. Owen

OWNER: Michaud, Michael A. (UNITED STATES, Individual)
P.O. Box 716
San Francisco, CALIFORNIA 94105

OWNER: Hastings, Carol J. (UNITED STATES, Individual)
San Francisco, CALIFORNIA 94105

FOR: WINES
INT. CLASS: 033

ALL OF THE GOODS/SERVICES IN EACH CLASS ARE LISTED

debtor's initials

✓ (P)

debtor's initials

(Signature)

EXHIBIT "B" TO SCHEDULE TO THAT CERTAIN SECURITY AGREEMENT DATED JANUARY 5, 1999
EXECUTED BY MICHAEL MICHAUD AND CAROL HASTINGS ("DEBTOR")

M I C H A U D  V I N E Y A R D




This wine comes from a small family owned vineyard located at the cool north end of the Chalone Appellation near the Pinnacles National Monument in Monterey County. Pleasant sunlight, mineral laden soils and dramatic daily temperature variations collaborate to produce unique growing conditions. It is our goal to use great care and minimal handling to produce one-of-a-kind wines that reflect the vintage that they were grown in and the environment that they came from.

Michael Vineyard PO. Box 716 Soledad, CA 93060 (415) 678-2017

FRUIT IS BOTTLED BY MICHAUD VIN CELLARS SOLEDAAD CALIFORNIA

COMPLEMENT WARNING: (1) ACCORDING TO THE SURVEY GENERAL, WOMEN SHOULD NOT DRINK ALCOHOLIC BEVERAGES DURING PREGNANCY BECAUSE OF THE RISK OF BIRTH DEFECTS. (2) CONSUMPTION OF ALCOHOLIC BEVERAGES IMPAIRS YOUR ABILITY TO DRIVE A CAR OR OPERATE ALL MACHINERY AND MAY CAUSE HEALTH PROBLEMS. CONSULT YOUR PHYSICIAN.

debtor's initial  _____

debtor's initial  _____

Post Office Box 716, Soledad, Ca 93960 • Telephone & Fax (831) 678-2017